

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAFAYETTE DIVISION**

**DALTON NEWMAN**

**CASE NO. 6:22-CV-03678**

**VERSUS**

**JUDGE JAMES D. CAIN, JR.**

**HARTFORD CASUALTY INSURANCE  
CO**

**MAGISTRATE JUDGE KAY**

**MEMORANDUM RULING**

Before the Court is an “*Ex Parte* Motion to Withdraw Hartford Casualty Insurance Company’s Answer to Plaintiff’s Complaint with Jury Demand” (Doc. 19) and “Hartford Casualty Insurance Company’s Motion to Dismiss” (Doc. 20).

**INTRODUCTION**

On August 27, 2020, Hurricane Laura made landfall near Lake Charles, Louisiana and on October 9, 2020, Hurricane Delta made landfall near Lake Charles, Louisiana, allegedly causing damage to Plaintiff’s property. During the relevant time period, Defendant, Property and Casualty Insurance Company of Hartford incorrectly named in Plaintiff’s Complaint as Hartford Casualty Insurance Company (“Hartford”) issued a Policy to Plaintiff as to his property. In his Complaint, Plaintiff alleges that Hartford failed to properly adjust his claim, failed to make timely payments and was in bad faith in the handling and adjusting of the claim.

**LAW AND ANALYSIS**

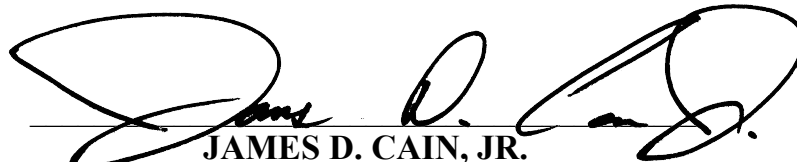
Hartford Casualty Insurance Company moves to first withdraw its Answer<sup>1</sup> filed on August 4, 2023, which responded that Plaintiff had incorrectly named Hartford Casualty Insurance Company as the issuer of the Policy, and correctly identified Property and Casualty Insurance Company of Hartford as the issuer of the Policy. On that same day, Hartford Casualty Insurance Company moved to dismiss this lawsuit because it did not issue the Policy and Plaintiff has no contractual privity with it.

The Court notes that Hartford's Motion to Withdraw its Answer is opposed. The Court further notes that Property and Casualty Insurance Company of Hartford provides no cause for prejudice considering that it was on notice that the lawsuit had been filed, whereas Plaintiff will be prejudiced by dismissal of the case. According, the Motion to Withdraw will be denied and the Motion to Dismiss will be denied.

### **CONCLUSION**

For the reasons set forth herein, the *Ex Parte* Motion to Withdraw Hartford Casualty Insurance Company's Answer to Plaintiff's Complaint with Jury Demand (Doc. 19) will be denied and Hartford Casualty Insurance Company's Motion to Dismiss (Doc. 20) will be denied.

**THUS DONE AND SIGNED** in Chambers on this 28th day of August, 2023.

  
JAMES D. CAIN, JR.  
UNITED STATES DISTRICT JUDGE

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<sup>1</sup> Doc. 18.